

Guide for Review of Tenant-Based Rental Assistance (TBRA) Projects			
Participating Jurisdiction (PJ):		Subrecipient:	
Staff Consulted:			
Client and Address:		Agreement Date:	
		Amount:	
Name(s) of Reviewer(s)		Date	

NOTE: All questions that address requirements contain the citation for the source of the requirement (statute, regulation, NOFA, or grant agreement). If the requirement is not met, HUD must make a finding of noncompliance. All other questions (questions that do not contain the citation for the requirement) do not address requirements, but are included to assist the reviewer in understanding the participant's program more fully and/or to identify issues that, if not properly addressed, could result in deficient performance. Negative conclusions to these questions may result in a "concern" being raised, but not a "**finding**."

Instructions: This Exhibit is designed to review individual case files for a HOME-funded Tenant-Based Rental Assistance (TBRA) program. The Exhibit is divided into five sections: Income; Participant Selection; Subsidy Administration; Unit Characteristics; and Lease Provisions. One Exhibit is to be completed for each case file reviewed. In selecting the files to be monitored, use the guidance in Section 7-4 in the introduction to this Chapter.

Questions:

A. INCOME

1.

Was the family's projected annual income calculated in accordance with the <i>Technical Guide for Determining Income and Allowances for the HOME Program</i> ? [24 CFR 92.203(b)]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Describe Basis for Conclusion:		

Exhibit 7-9
HOME Program

2.

Was the applicable definition of income used for the family (e.g., the definition selected for the TBRA program)?	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Describe Basis for Conclusion:		

3.

Was household income supported by source documentation? [24 CFR 92.203(a)(2)]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Describe Basis for Conclusion:		

4.

Was the family's annual income not more than 80% of the area median income? [24 CFR 92.209(c)(1)]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Describe Basis for Conclusion:		

5.

Is the family's income re-determined annually? [24 CFR 92.209(c)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion:		

B. PARTICIPANT SELECTION

6.

Was the participant selected in accordance with the preferences adopted by the PJ? [24 CFR 92.209(c)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion:		

7.

If the PJ has a residency requirement for TBRA recipients, did the participant meet it? [24 CFR 92.209(c)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

8.

Does the file indicate whether or not the participant is on the Section 8 waiting list (so that the PJ may ensure that the family maintains its place on that list)? [24 CFR 92.209(l)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion:		

C. SUBSIDY ADMINISTRATION

9.

Is the TBRA contract between the PJ and the participant for a period of no more than 24 months (there may be a renewal clause)? [24 CFR 92.209(e)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion:		

10.

Was the total tenant payment calculation based upon adjusted (gross) income? [24 CFR 92.209(e) and (h)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion:		

11.

Was the participant's adjusted (gross) income calculated using the exclusions established in 24 CFR 5.611 and explained in the <i>Technical Guide for Determining Income and Allowances for the HOME Program</i> ? [24 CFR 92.203(c)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion:		

12.

Is the monthly TBRA subsidy no more than the difference between the PJ's rent standard for the unit size and 30% of the family's adjusted (gross) income? [24 CFR 92.209(h)(1)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion:		

13.

Does the tenant pay a contribution toward rent at least equal to the PJ's established minimum rent contribution? [24 CFR 92.209(h)(2)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion:		

14.

Has the PJ entered into a written agreement with the landlord enumerating his or her responsibilities with respect to the HOME TBRA? [24 CFR 92.209(k) and 24 CFR 92.504(b)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion:		

15.

Has the PJ made timely rental assistance payments to the landlord or tenant?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion:		

16.

Are all costs paid in connection with the tenant eligible (rental assistance, security deposit, and utility deposits if provided in conjunction with rental or security deposit assistance)? [24 CFR 92.209(a) and 24 CFR 85.20(b)(5)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

17.

If security deposit assistance was provided, was the amount less than 2 months rent? [24 CFR 92.209(j)(2)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

D. UNIT COMPLIANCE

18.

Is the rent charged for the unit reasonable? [24 CFR 92.209(f)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion:		

19.

Is there evidence in the file of an initial Section 8 Housing Quality Standards (HQS) inspection at the time the original lease was signed? [24 CFR 92.209(i) and 24 CFR 982.401]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion:		

20.

Did the unit meet the HQS requirements (including applicable lead hazard reduction requirements) before the tenant moved in? (Complete Exhibit 24-5, "Lead Hazard Monitoring Guidance," to answer this question.) [24 CFR 92.209(i)]	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Basis for Conclusion: 	

21.

Are periodic Section 8 HQS inspections being carried out at least annually? [24 CFR 92.209(i)]	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe Basis for Conclusion: 	

22.

If a tenant complaint indicated that local codes and HQS were not being met, did the PJ investigate and ensure that the problems were corrected timely?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Describe Basis for Conclusion: 	

23.

Is the unit in compliance with the jurisdiction's occupancy standards with respect to family and unit size?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion: 		

E. LEASE PROVISIONS

24.

Is the lease for at least one year, unless otherwise agreed upon by the owner and tenant? [24 CFR 92.209(g) and 92.253(a)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion: 		

25.

Is the lease free of the following prohibited lease provisions: [24 CFR 92.253]		
a. <i>Agreement to be sued?</i> Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b. <i>Treatment of property?</i> Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. (This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c. <i>Excusing owner from responsibility?</i> Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d. <i>Waiver of notice?</i> Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e. <i>Waiver of legal proceedings?</i> Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f. <i>Waiver of a jury trial?</i> Agreement by the tenant to waive any right to a trial by jury.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g. <i>Waiver of right to appeal court decision?</i> Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
h. <i>Tenant chargeable with cost of legal actions regardless of outcome?</i> Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe Basis for Conclusion:		

26.

Did the lease and the TBRA written agreement begin and, if applicable, end on the same date? [24 CFR 92.209(e)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

27.

Did the PJ review and approve the lease? [24 CFR 92.209(k)]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
Describe Basis for Conclusion:		